AGENDA SAN DIEGUITO RIVER PARK JOINT POWERS AUTHORITY VIA TELECONFERENCE ONLY Friday, February 19, 2021 - 11:00 A.M.

Pursuant to the State of California Executive Order N-29-20, and in the interest of public health, San Dieguito River Park is temporarily taking actions to reduce the spread of the COVID-19 pandemic by holding the Board Meeting via teleconference. All Board members and staff will be participating remotely.

To Join Zoom Meeting

https://zoom.us/j/99988232354?pwd=SmRlQ1BPRWZBbVhVVnhXRVprMTJIUT09

To join this meeting via Teleconference

Please dial: 1-669-900-9128 Meeting ID: 999 8823 2354

Passcode: 440149

It is highly recommended to call in to the meeting or log in to the waiting room **at least** 15 minutes prior to the commencement of the meeting.

Public Participation/Comment: It is highly recommended to call in to the meeting or log in to the waiting room at least 15 minutes prior to the commencement of the meeting. Persons wishing to address the Board on matters not on the agenda may do so under Public Comment. Those wishing to speak on items on the agenda may do so when the item is being considered. To make a comment, please use the raise hand feature of Zoom or let the moderator know by using the chat function. You may also participate in the meeting by emailing comments to Brenda@sdrp.org by 3:00 p.m. the day prior to the meeting. The subject of your e-mail should clearly state the item number you are commenting on. All comments will be e-mailed to the Board of Directors prior to the start of the meeting. If you desire to have your comment read into the record during the meeting, please note that in the e-mail subject line. Comments may be mailed to the Board, but to be considered, must be received on or before the meeting date. Written comments should be mailed to: San Dieguito River Park, 18372 Sycamore Creek Road, Escondido, CA. 92025.

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact Brenda Miller at 858-674-2270. Please notify Brenda at least 48 hours prior to the Board meeting.

Approval of the Minutes of January 15, 2021 (Page 3)

Executive Director's Report

Public Comment

This portion of the agenda provides an opportunity for members of the public to address the Board on items of interest within the jurisdiction of the Board and not appearing on today's agenda. Comments relating to items on today's agenda are to be taken at the time the item is heard. Pursuant to the Brown Act, no action shall be taken by the Board on public comment items.

DISCUSSION/ACTION

- 1. Nominate and Elect Vice-Chair
- 2. Receive and Distribute Third Party Audit Report for Year Ending June 30, 2020 (Page 6) Due to the large size of the audit report, the entire document can be viewed and downloaded here.
- 3. Approve Right of Way Easement to SDG&E on JPA Property (Page 15)
- 4. Approve Temporary License Agreement with SDG&E for Construction Access (Page 21)
- 5. <u>Discuss and Approve Proposed JPA Letter Regarding Horse Park Property (Page 33)</u>

INFORMATION

- 6. Coordination Reports (oral)
 - a. San Dieguito River Valley Conservancy
 - b. Friends of the San Dieguito River Valley
 - c. Volcan Mountain Preserve Foundation
 - d. San Dieguito Lagoon Committee
 - e. Friends of Sikes Adobe

7. Jurisdictional Status Reports (oral)

An opportunity for the Board members to report on actions taken within their jurisdictions to further the park planning process.

THE NEXT REGULAR JPA MEETING WILL BE March 19, 2021. If you have any questions, please contact Shawna Anderson at shawna@sdrp.org or (858) 674-2270 Ext. 13

SAN DIEGUITO RIVER PARK JOINT POWERS AUTHORITY Minutes of January 15, 2021

MEMBERS PRESENT

Dwight Worden - Vice Chair

Tina Inscoe Dave Grosch Joe LaCava

Marni von Wilpert Joel Anderson Terra Lawson-Remer

Jeff Barnouw

Dustin Fuller

MEMBERS ABSENT

Kelly Harless

VISITORS/STAFF PRESENT

Shawna Anderson

Wayne Brechtel

Brenda Miller Ricky Flahive

Maggie Brown / Candice Bowman

Crystal Benham

Quinton Grounds Evlyn Andrade

Greg Kazmer / Madeline Shute

Bill Michalsky

Peter Shapiro

Carol Kerridge

Beth Nelson

REPRESENTING

City of Del Mar City of Escondido City of Poway City of San Diego City of San Diego County of San Diego

County of San Diego Citizens Advisory Committee

22nd District Agricultural Association

REPRESENTING

City of Solana Beach

San Dieguito River Park JPA

JPA Counsel

San Dieguito River Park JPA San Diego City Council District 1 Friends of San Dieguito River Valley

San Diego County Parks

San Diego City Council District 5 County of San Diego District 3 County of San Diego District 2

Sierra Club

San Dieguito River Valley Conservancy

San Dieguito Lagoon Committee

Introduction and Announcements

Vice-Chair Worden convened the meeting at 11:00 a.m. calling on all of the board members to introduce themselves and their staff attending the meeting and welcomed them to the San Dieguito River Park JPA Board.

Approval of Minutes of November 20, 2020

Following a brief discussion and advice from Counsel Brechtel, Boardmember Grosch made the motion to approve the minutes of November 20, 2020. Boardmember Barnouw seconded the motion. A roll call vote was taken. Chair Worden also announced that Shawna Anderson would retain the title of Executive Director rather than change it to General Manager.

Yes votes: Worden, LaCava, Lawson-Remer, Grosch, Anderson, Inscoe, von Wilpert, Barnouw

Absent: Harless

Executive Directors Report- Executive Director Anderson reported that she has met individually with some of the new board members and will continue to meet the remaining new members and invited them to individual park tours, and is interviewing candidates for the Environmental Planner position. Ms. Anderson also said the 2021 Coast Budget has been approved by Southern California Edison, the Navy has been approved for a 9 acre mitigation project on JPA Sycamore Westridge property which will include a conservation easement and funding of an endowment that will provide income for the JPA. Ms. Anderson reported the receipt of a \$1.4 million grant from the State of California, the \$22,000 grant received for a watershed model and is in the process of preparing the fiscal year 2021-22 budget. Ms. Anderson also presented a 2020 year end recap showing pre pandemic activities and post pandemic way of operating. Ms. Anderson reported on the heavy use of the trails, trail and restoration work, volunteers, and special projects including completion of the Coast Ranger Station. She also highlighted the Least Tern fledglings at San Dieguito Lagoon. Director Anderson also noted the increased trail use and added that the park employees are essential employees.

Public Comment-None

DISCUSSION/ACTION AGENDA

1. <u>Elect Board Chair, nominate and elect Vice-Chair and elect Budget/Administration/Policy</u> Committee Members

Boardmember Grosch moved to have Vice-Chair Worden move to the Chair position. Boardmember von Wilpert seconded the motion. A roll call vote was taken.

Yes votes: Worden, LaCava, Lawson-Remer, Grosch, Anderson, Inscoe, von Wilpert, Barnouw Absent: Harless

There were no volunteers for the Vice-Chair position and this item is being held over to the next Board meeting.

2. Orientation Workshop for New Board Members

Executive Director Anderson shared a PowerPoint presentation as an orientation of the River Park and will follow up with individual tours as appropriate.

3. Determine Committee and Process for Five-Year Review of JEPA Terms

Chair Worden suggested that the Budget/Administration/Policy Committee and the Joint Exercise of Powers Agreement Committee could be combined. There was some discussion about the number of meetings and scope of each. The following members volunteered for the committee: Chair Worden, Boardmembers Grosch, Inscoe and Fuller. Boardmember Barnouw made the motion to create one committee that will be Budget/Administration/Policy and JEPA Review Committee consisting of Boardmembers Worden, Grosch, Inscoe and Fuller. Boardmember LaCava seconded the motion. A roll call vote was taken.

Yes votes: Worden, LaCava, Lawson-Remer, Grosch, Anderson, Inscoe, von Wilpert, Barnouw

Absent: Harless

INFORMATION

4. Coordination Reports

- <u>a. San Dieguito River Valley Conservancy</u>- Peter Shapiro reported that the Conservancy looks forward to working with the River Park on many projects and is pleased about the award of the Osuna Grant.
- <u>b. Friends of the San Dieguito River Valley</u>- Maggie Brown reported that Candice Bowman was also attending and that the group was created as an advocacy and watchdog group in 1986.
- c. Volcan Mountain Preserve Foundation- No report
- d. San Dieguito Lagoon Committee-Carol Kerridge invited the board members to the San Dieguito Lagoon and said it is a lovely place to enjoy a walk.
- e. Friends of Sikes Adobe-No report

Chair Worden adjourned the meeting at 12:24 p.m.

Bill Michalsky introduced himself from the Sierra Club.

5. Jurisdictional Status Reports

Boardmember Grosch said it is great that you can do a hike and your job at the same time. Boardmember Barnouw spoke about his role representing the CAC.

These minutes approved by Board action.

Date Executive Director

JPA Meeting of February 19, 2021

ITEM: 2

SUBJECT: Receive and Distribute Third Party Audit

Report for Year Ending June 30, 2020

Due to the large size of the audit report, the entire document may be viewed and downloaded here: http://www.sdrp.org/wordpress/wp-content/uploads/Final-Audit-report_SDRV-06302020.pdf

Staff from Harshwal & Company LLP will attend this meeting to answer any

questions you may have.



INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
San Dieguito River Valley Regional Open Space Park Joint Powers Authority
Escondido, California

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of San Dieguito River Valley Regional Open Space Park Joint Powers Authority (the "JPA") as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the JPA's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the JPA's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the JPA's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the JPA, as of June 30, 2020, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matters

We have not previously audited the JPA's 2019 financial statements. The last auditor expressed an unmodified audit opinion on those audited financial statements, in his report dated March 25, 2020. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2020 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, Schedule of the Plan's Proportionate Share of the Net Pension Liability and Related Ratios, Schedule of Plan Contributions, Schedule of the Plan's Proportionate Share of the Net OPEB Liability and Related Ratios, Schedule of OPEB Contributions and Budgetary Comparison Schedule - General Fund on pages 3 - 8 and 42 - 47 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 17, 2020 on our consideration of the JPA's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the JPA's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the JPA's internal control over financial reporting and compliance.

Harshwal & Company LLP

San Diego, California December 17, 2020

MANAGEMENT'S DISCUSSION AND ANALYSIS JUNE 30, 2020

As management of the San Dieguito River Valley Regional Open Space Park Joint Powers Authority (the "JPA"), we offer readers of the JPA's financial statements this narrative overview and analysis of the financial activities of the JPA for the fiscal year ended June 30, 2020. We encourage readers to consider the information presented here in conjunction with the JPA's basic financial statements, which begin immediately following this analysis. This annual financial report consists of three main parts (1) Management's Discussion and Analysis, (2) Basic Financial Statements, and (3) Other Required Supplementary Information.

These financial statements consist of a series of financial statements prepared in accordance with the GASBS 34, *Basic Financial Statements-Management Discussion and Analysis for State and Local Governments*.

FINANCIAL HIGHLIGHTS

- The JPA's ending net position for the fiscal year 2019-2020 was \$54,041,835.
- The change in net position for the year was a decrease of \$902,906.
- The JPA had expenditures in excess of revenues in the general fund (before Other Financing Sources) in the amount of \$575,757 in the current year.
- The JPA had \$608,577 of additions and \$55,917 of deletions to capital assets this year.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the JPA's basic financial statements. The JPA's basic financial statements are comprise of three components: (1) Government-wide financial statements, (2) Fund financial statements, and (3) Notes to the financial statements. The two sets of statements are tied together by reconciliation's showing the reasons and items that differ.

The JPA as a whole is reported in the government-wide statements and uses accounting methods similar to those used by companies in the private sector.

More detailed information about the JPA's most significant funds - not the JPA as a whole is provided in the fund financial statements. Funds are accounting devices the JPA uses to keep track of specific sources of funding and spending on particular programs.

Government-wide Financial Statements

The *Statement of Net Position*, a government-wide statement, presents information on all of the JPA's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the JPA is improving or deteriorating.

The *Statement of Activities*, a government-wide statement, presents showing how the JPA's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

MANAGEMENT'S DISCUSSION AND ANALYSIS JUNE 30, 2020

OVERVIEW OF FINANCIAL STATEMENTS (CONT'D)

Fund Financial Statements

The *Balance Sheet* for governmental funds presents financial information by fund types showing money left at yearend available for spending.

The *Statement of Revenues, Expenditures, and Changes in Fund Balances* for all governmental fund types focuses on how money flows into and out of the various funds.

Notes to the Financial Statements

The *Notes to the Basic Financial Statements* and this Discussion and Analysis supports in full understanding of these financial statements.

Required Supplementary Information

In addition to the basic financial statement and notes this report also presents required supplementary information.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

The largest portion of the JPA's Net Position reflects its net investment in capital assets (e.g., land, buildings and improvements, vehicles, furniture and equipment and construction in progress); less any related debt used to acquire those assets that are still outstanding. The JPA uses these capital assets to provide services to its constituents; consequently, these assets are not available for future spending.

Statement of Net Position

To begin our analysis, a summary of the JPA's comparative statement of net position is presented in Table 1 of this section for the current year and the prior year.

Net position may serve over time, as a useful indicator of a government's financial position. In the case of the JPA, assets and deferred outflow of resources exceeded liabilities and deferred inflows of resources by \$54,041,835 as of June 30, 2020.

The JPA's financial position is the product of several financial transactions including the net results of activities, the acquisition, and the depreciation of capital assets.

MANAGEMENT'S DISCUSSION AND ANALYSIS JUNE 30, 2020

GOVERNMENT-WIDE FINANCIAL ANALYSIS (CONT'D)

The following table presents a summary of the Statement of Net Position for the fiscal year ended June 30, 2020:

Table 1
Comparative Statement of Net Position as of June 30, 2020 and 2019

	•		Increase
	June 30, 2020	June 30, 2019	(Decrease)
ASSETS			
Current and other assets	3,662,538	4,288,430	(625,892)
Noncurrent and other assets	53,242,726	53,480,924	(238,198)
Total assets	56,905,264	57,769,354	(864,090)
DEFERRED OUTFLOW OF RESOURCES	607,399	478,599	128,800
Total assets and deferred outflows of			
resources	57,512,663	58,247,953	(735,290)
LIABILITIES			
Current liabilities	533,489	543,826	(10,337)
Noncurrent liabilities	2,784,698	2,491,020	293,678
Total liabilities	3,318,187	3,034,846	283,341
DEFERRED INFLOW OF RESOURCES	152,641	268,366	
Total liabilities and deferred inflows of			
resources	3,470,828	3,303,212	(580,749)
NET POSITION:			
Net Investment in Capital Assets Restricted for	52,632,409	52,828,850	(196,441)
Endowments	1,982,268	1,982,268	-
Future management and maintenance	991,801	1,043,389	(51,588)
Unrestricted	(1,564,643)	(909,766)	(654,877)
Total net position	54,041,835	54,944,741	(902,906)
Total liabilities, net position, and deferred inflows of resources	\$ 57,512,663	\$ 58,247,953	\$ (1,805,812)

MANAGEMENT'S DISCUSSION AND ANALYSIS JUNE 30, 2020

GOVERNMENT-WIDE FINANCIAL ANALYSIS (CONT'D)

Statement of Activities

The JPA's total revenues decreased for the fiscal year ended June 30, 2020, excluding inter-fund transfers, by \$209,182.

The JPA's total expenses increased by \$333,829.

The change in net position for 2020 was a decrease of \$902,906 compared to 2019.

The following table presents a summary of the Statement of Activities for the fiscal year ended June 30, 2020:

Table 2
Condensed Statement of Activities
For the years ended June 30, 2020 and 2019

	June 30, 2020			une 30, 2019		Increase (Decrease)	
PROGRAM REVENUES							
Operating grants and contributions	\$	545,682	\$	689,740	\$	(144,058)	
GENERAL REVENUES							
Assessments Investment income Donations Miscellaneous		1,079,997 93,975 63,544 5,584		1,028,529 177,243 97,868 4,584	_	51,468 (83,268) (34,324) 1,000	
Total revenues		1,788,782	_	1,997,964	_	(209,182)	
EXPENSES							
Operations General administration		2,460,190 231,498		1,883,537 474,322	_	576,653 (242,824)	
Total expenses		2,691,688		2,357,859	_	333,829	
Change in net position		(902,906)		(359,895)		(543,011)	
Net position, beginning of year		54,944,741		55,304,636	_	(359,895)	
Net position, end of year	\$	54,041,835	\$	54,944,741	\$	(902,906)	

General Fund Budgetary Highlights

The General fund revenues exceeded budgeted amounts by \$161,668. This was due to state and federal grant monies received for projects in progress or not started yet and for loan proceeds for the Ranger Station project.

The JPA expenditures were \$737,425 over budgeted amounts mainly due to capital outlay to purchase property and several projects not budgeted for.

MANAGEMENT'S DISCUSSION AND ANALYSIS JUNE 30, 2020

GOVERNMENT-WIDE FINANCIAL ANALYSIS (CONT'D)

Capital assets

The following table presents a summary of changes in capital assets for the fiscal year ended June 30, 2020:

Table 3 Changes in Capital Assets as of June 30, 2020 and 2019

	June 30, 2020	June 30, 2019	Change	
Land & construction in progress	\$ 45,320,107		542,798	
Improvement of sites	16,770,671	16,770,671	-	
Furniture and equipment	443,257	433,395	9,862	
Less: accumulated depreciation	(9,291,309)	(8,500,451)	(790,858)	
Total capital assets, net of depreciation	\$ 53,242,726	\$ 53,480,924	(238,198)	

The JPA had \$608,577 of additions and and \$55,917 of deletions to capital assets during the fiscal year ended June 30, 2020. Construction will be completed in December 2020 on the Pamo Valley Trail three (3) mile section of the Coast to Crest Trail. Also, during the year JPA acquired and disposed vehicles, net change reflects in furniture and equipments.

Long-Term Liabilities

The following table presents a summary of changes in long-term liabilities for the fiscal year ended June 30, 2020:

Table 4 Changes in Long-term liabilities as of June 30, 2020 and 2019

	June 30, 2020		June 30, 2019		Change	
Pension obligation bonds Note payable Loan payable Compensated absences	\$ 	218,531 148,126 462,191 45,888	\$	243,796 164,298 487,776 44,997	\$	(25,265) (16,172) (25,585) 891
Total long-term liabilities	\$	874,736	\$	940,867	\$_	(66,131)

The JPA has long-term liabilities for its governmental activities amounted to \$874,736. Notes payable was obtained for purchase of property. Pension obligation bonds are obtained for meeting Pension liabilities. Decrease in long term liabilities is due to repayment, no new addition was there in current year.

The Net Pension liabilities amounted to \$1,932,897 and Net OPEB liabilities amounted to \$58,581 as of June 30, 2020, Detailed note to the financial statements and required supplementary information for both the liabilities is given in notes to the financial statements.

MANAGEMENT'S DISCUSSION AND ANALYSIS JUNE 30, 2020

FACTORS BEARING ON THE JPA'S FUTURE

The JPA's Board of Directors and management considered many factors when setting the fiscal year 2020 budget. The Board appointed a Budget Committee which met to assess the available working capital, the operating and capital needs of the JPA, and the impact of the State's fiscal condition on the JPA's member agencies and on the JPA's budget.

CONTACTING THE JPA

This financial report is designed to provide our citizens, member agencies, affiliated entities and creditors with a general overview of the JPA's finances and to demonstrate the JPA's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the San Dieguito River Valley Regional Open Space Park Joint Powers Authority:

Address: 18372 Sycamore Creek Road, Escondido, CA 92025

Telephone: 858-674-2270 Website: www.sdrp.org

Agenda Item 3 February 19, 2021

TO: JPA Board

FROM: Staff

SUBJECT: Easement for SDG&E utilities

RECOMMENDATION:

Approve new SDG&E easement for underground utilities across a portion of JPA property.

San Diego Gas & Electric (SDGE) is requesting the JPA grant a new utility easement to accommodate extending/modifying an existing utility easement on property owned by the JPA on the south side of Via de la Valle that includes the SDRP ranger station. The new 3-foot-wide easement is to relocate underground electrical lines and would extend from an existing 24-foot-wide easement located behind the SDRP ranger station in the northwest corner of JPA-owned property (Attachments 1 and 2).

The utility lines and easement would not interfere with JPA operations and would exist north of the SDRP ranger station and existing access road.

Respectfully submitted,

Shawna Anderson Executive Director

Attachment 1: Easement Vicinity Map Attachment 2: Proposed SDG&E Easement

EASEMENT VICINITY

Agenda Item 3 February 19, 2021





Imagery ©2021 Maxar Technologies, U.S. Geological Survey, Map data ©2021

ATTACHMENT 1

Agenda Item 3 February 19, 2021

Recording Requested by San Diego Gas & Electric Company

When recorded, mail to:

San Diego Gas & Electric Company

8690 Balboa Ave. San Diego, CA 92123

Attn: Real Estate Records – CPA01

SPACE ABOVE FOR RECORDER'S USE

Project No.: 752184-010 Const. No.: 2101210 A.P.N.: 298-300-46

SR No.: 445641

Transfer Tax None SAN DIEGO GAS & ELECTRIC COMPANY

RW 371501

EASEMENT

SAN DIEGUITO RIVER VALLEY REGIONAL OPEN SPACE PARK JOINT POWERS AUTHORITY, A JOINT POWERS AUTHORITY, (Grantor), grants to SAN DIEGO GAS & ELECTRIC COMPANY, a corporation (Grantee), an easement and right of way in, upon, over, under and across the lands hereinafter described, to erect, construct, change the size of, improve, reconstruct, relocate, repair, maintain and use facilities consisting of:

- Underground facilities and appurtenances for the transmission and distribution of electricity.
- Communication facilities, and appurtenances used solely and exclusively for SDG&E internal communications.

The above facilities will be installed at such locations and elevations upon, along, over and under the hereinafter described easement as Grantee may now or hereafter deem convenient or necessary. Grantee also has the right of ingress and egress, to, from and along this easement in, upon, over and across the hereinafter described lands. Grantee further has the right, but not the duty to clear and keep this easement clear from explosives, buildings, structures and materials.

The property in which this easement and right of way is hereby granted is situated in the County of San Diego, State of California described as follows:

That portion of the South half of the Southeast quarter of Section 1, Township 14 South, Range 4 West, San Bernardino Base and Meridian, said portion is more particularly described as Parcel 1 in a deed recorded on November 14, 2013 as Document No. 2013-0673317, of Official Records, in the Office of the County Recorder of said County of San Diego.

ATTACHMENT 2

The easement in the aforesaid property shall be a strip of land, including all of the area lying between the exterior sidelines, which sidelines shall be three (3) feet, measured at right angles, on each exterior side of each and every facility installed, the approximate location being shown and delineated as "UTILITY FACILITIES" on the Exhibit "A", attached hereto and made a part hereof.

Grantor grants to Grantee the right to erect and maintain on Grantor's property immediately adjacent to this easement retaining walls and/or protective barricades as may be necessary for Grantee's purposes.

Grantor may install fencing and portable accessory structures, i.e. structures that do not have permanent slabs or footings, within the easement. Grantor may plant native shrubs or landscaping as may be required by permit conditions, provided that the native shrubs or landscaping do not endanger or interfere with Grantee's facilities. Grantor shall not otherwise erect, place or construct, nor permit to be erected, placed or constructed, any building or other structure, plant any tree, drill or dig any well, within this easement.

Grantor shall not increase or decrease the ground surface elevations within this easement after installation of Grantee's facilities, without prior written consent of Grantee, which consent shall not unreasonably be withheld.

Grantee shall have the right but not the duty, to trim or remove trees and brush along or adjacent to this easement and remove roots from within this easement whenever Grantee deems it necessary. Said right shall not relieve Grantor of the duty as owner to trim or remove trees and brush to prevent danger or hazard to property or persons.

Grantee shall repair and restore to its prior condition (or as close as possible to its prior condition) any improvements on the surface of said easement, which are disturbed by Grantee's exercise of its rights, granted herein.

Grantee shall indemnify, defend and hold Grantor harmless from and against all losses, damages, or expenses that Grantor may sustain or become liable for that result from the construction or maintenance of Grantee's facilities and all fixtures and equipment in connection therewith. Such indemnification shall include any losses, damages, or expenses arising solely out of negligence or intentional acts of Grantee but excepting any losses, damages, or expenses resulting from the negligent or intentional acts of the Grantor and third parties.

CONDUITS CARRY HIGH VOLTAGE ELECTRICAL CONDUCTORS, therefore Grantor shall not make or allow any excavation or fill to be made within this easement WITHOUT FIRST NOTIFYING SAN DIEGO GAS & ELECTRIC COMPANY BY CALLING (619) 696-2000, and OBTAINING PERMISSION.

The legal description for this easement was prepared by San Diego Gas & Electric Company pursuant to Section 8730 of the Business and Professions Code, State of California.

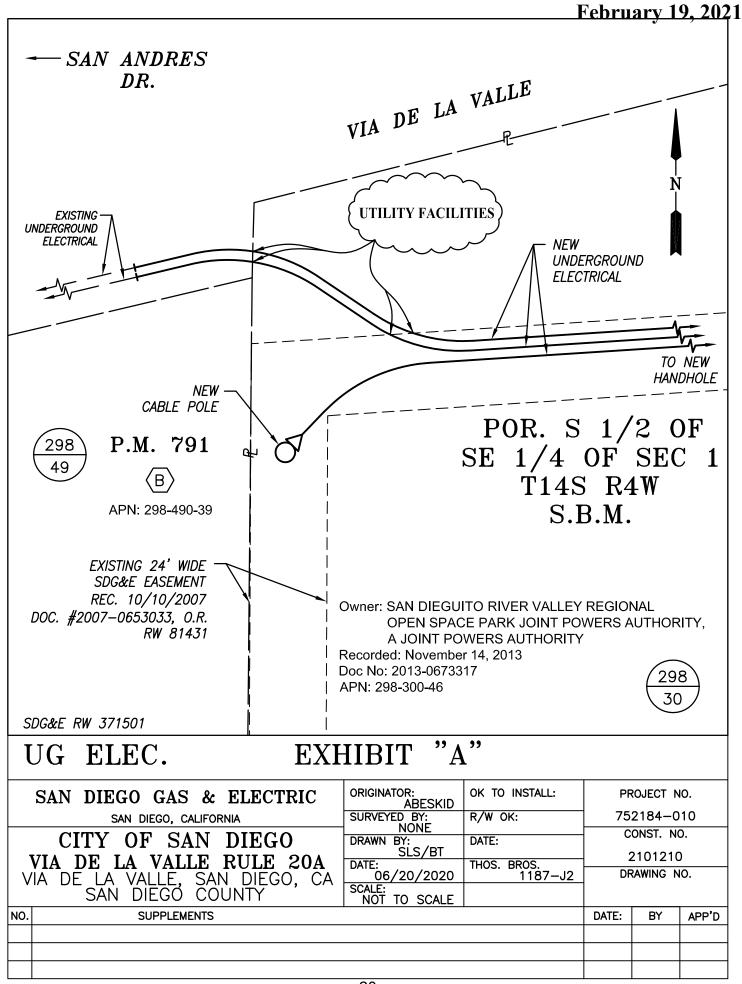
This easement shall be binding upon and inure to the benefit of successors, heirs, executors, administrators, permittees, licensees, agents or assigns of Grantor and Grantee.

ATTACHMENT 2

Drawn: SLS/BT Checked:

Date: 06/20/2020 (rev. 10/14/2020) (rev. 1/14/2021)

in witness whereof, Grantor exection, 20	cuted this instrument this day of .
	GRANTOR
	SAN DIEGUITO RIVER VALLEY REGIONAL OPEN SPACE PARK JOINT POWERS AUTHORITY, A JOINT POWERS AUTHORITY
	Signature
	Print Name
	Title
	s certificate verifies only the identity of the individual who s attached, and not the truthfulness, accuracy, or validity of
STATE OF CALIFORNIA	
COUNTY OF	
On, before me	(name, title of officer)
personally appeared	
who proved to me on the basis of satisfacto subscribed to the within instrument and acknown his/her/their authorized capacity(ies), and the person(s), or the entity upon behalf of which the	ory evidence to be the person(s) whose name(s) is/are owledged to me that he/she/they executed the same in at by his/her/their signature(s) on the instrument the e person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under paragraph is true and correct.	er the laws of the State of California that the foregoing
WITNESS my hand and official seal.	ATTACHMENT
	(Notary Seal)
(Signature of Notary Public)	



Agenda Item 4 February 19, 2021

TO: JPA Board

FROM: Staff

SUBJECT: Temporary Construction License Agreement with SDG&E

RECOMMENDATION:

Approve license agreement with SDG&E for temporary use of JPA property for construction access and staging for SDG&E undergrounding project.

San Diego Gas & Electric (SDGE) plans to begin work on a utility undergrounding project in the Del Mar area that includes removing six miles of overhead power lines and undergrounding distribution lines that extend from Del Mar and east along Via de la Valle to an existing substation. The work includes utility undergrounding along the south side of Via de la Valle along property owned by the JPA east of I-5 (Attachments 1 and 2).

SDG&E is requesting a temporary work space from the JPA for construction access and staging that would extend along a portion of JPA property adjacent to Via de la Valle (Attachment 2, maps 3-6). The area includes existing and future right-of-way for Via de la Valle, planned for widening in the future. The temporary work space would not interfere with any JPA operations and would exist north of the SDRP ranger station site and extend east along the northern edge of JPA property. SDG&E is in the process of obtaining the required encroachment permit from the City of San Diego for access from Via de la Valle.

To allow use of the temporary work space the JPA would enter into a short-term license agreement with SDG&E granting them construction access directly from Via de la Valle and use of a strip of JPA property for approximately six months from approximately February through August 2021 for a monthly fee of \$500 (Attachment 3).

Respectfully submitted,

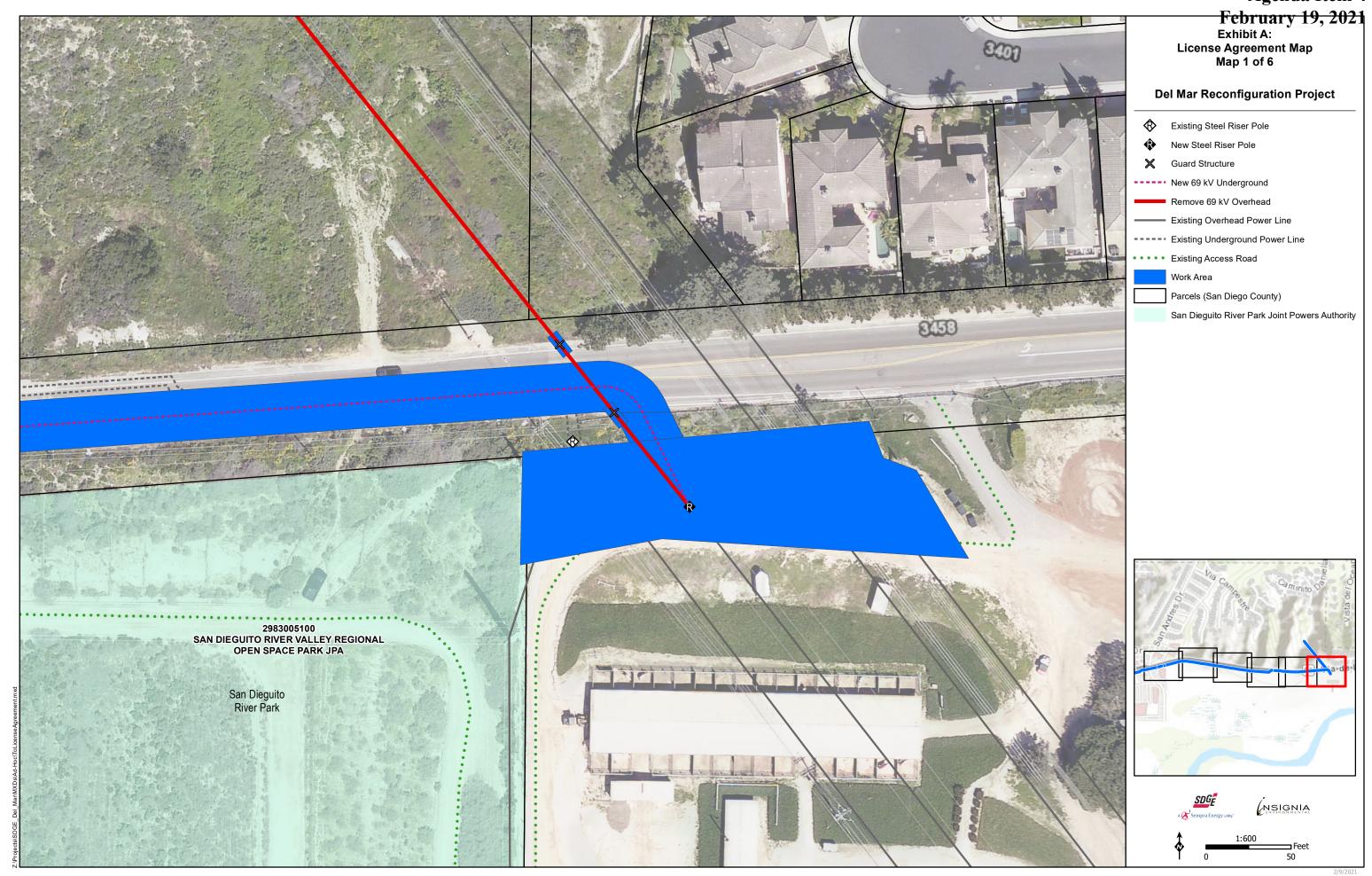
Shawna Anderson Executive Director

Attachment 1: SDG&E Project Components
Attachment 2: Work Area along JPA Property

Attachment 3: Draft License Agreement

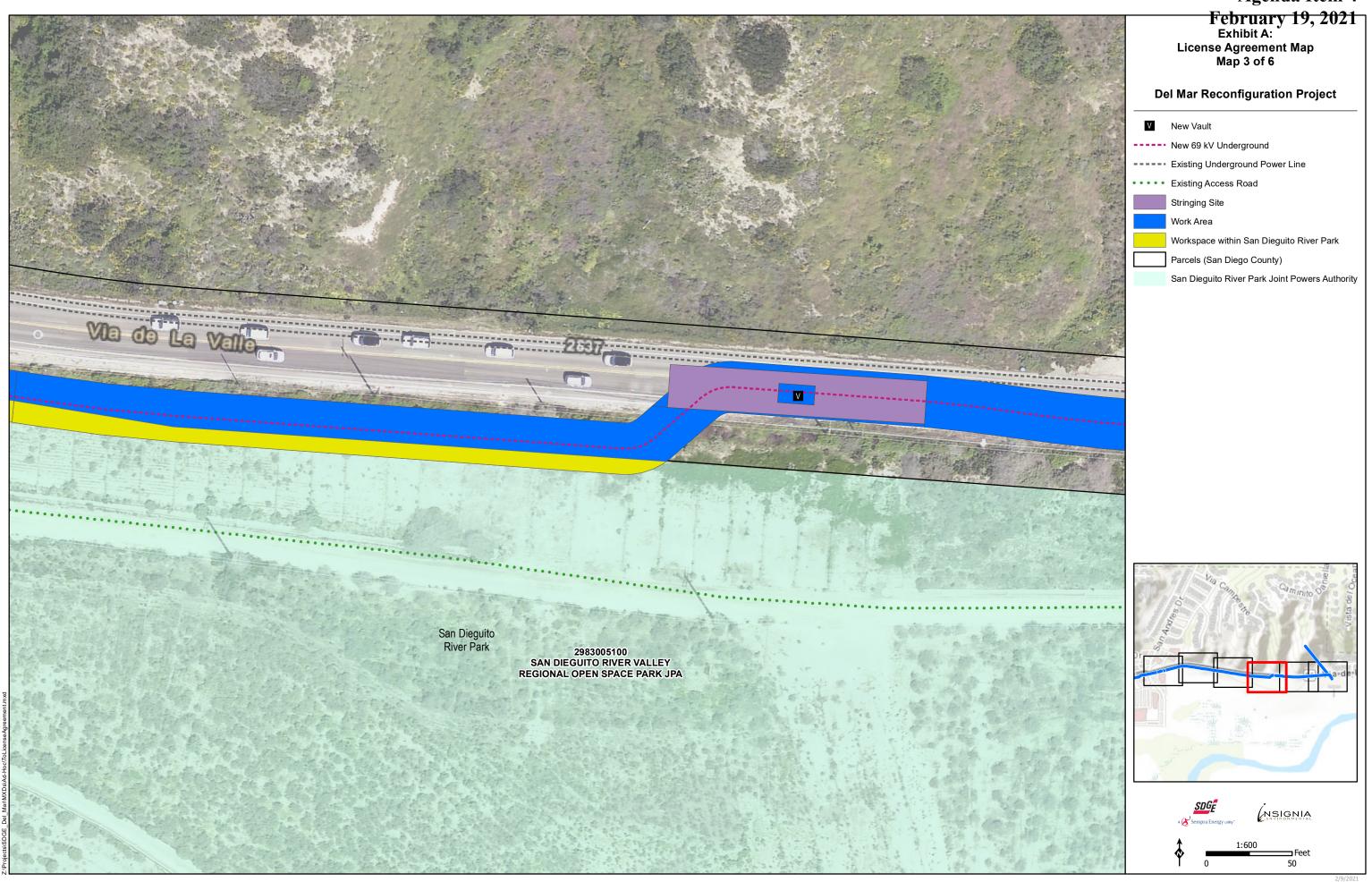
Exhibit 2: Map of Project Components

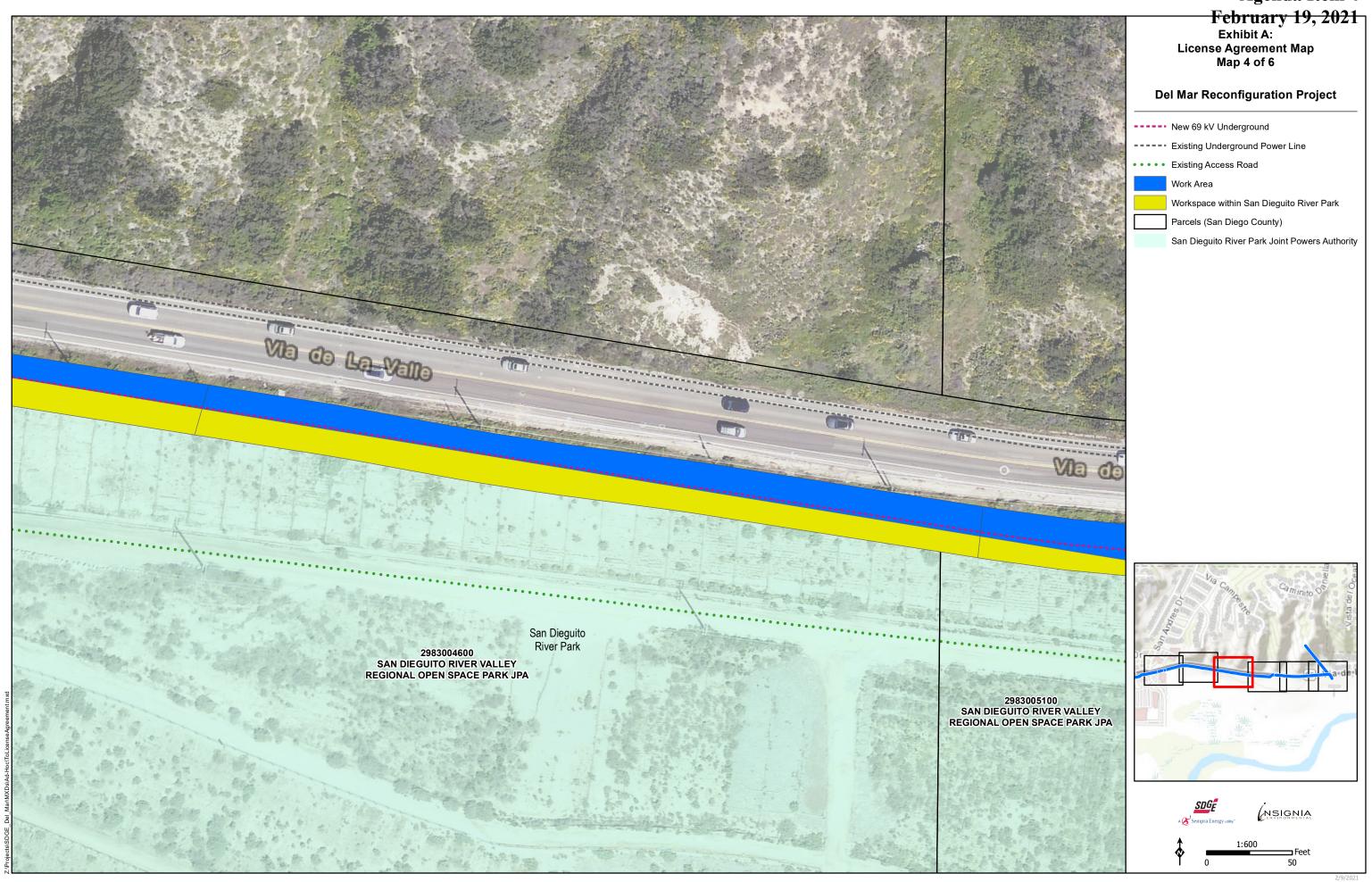


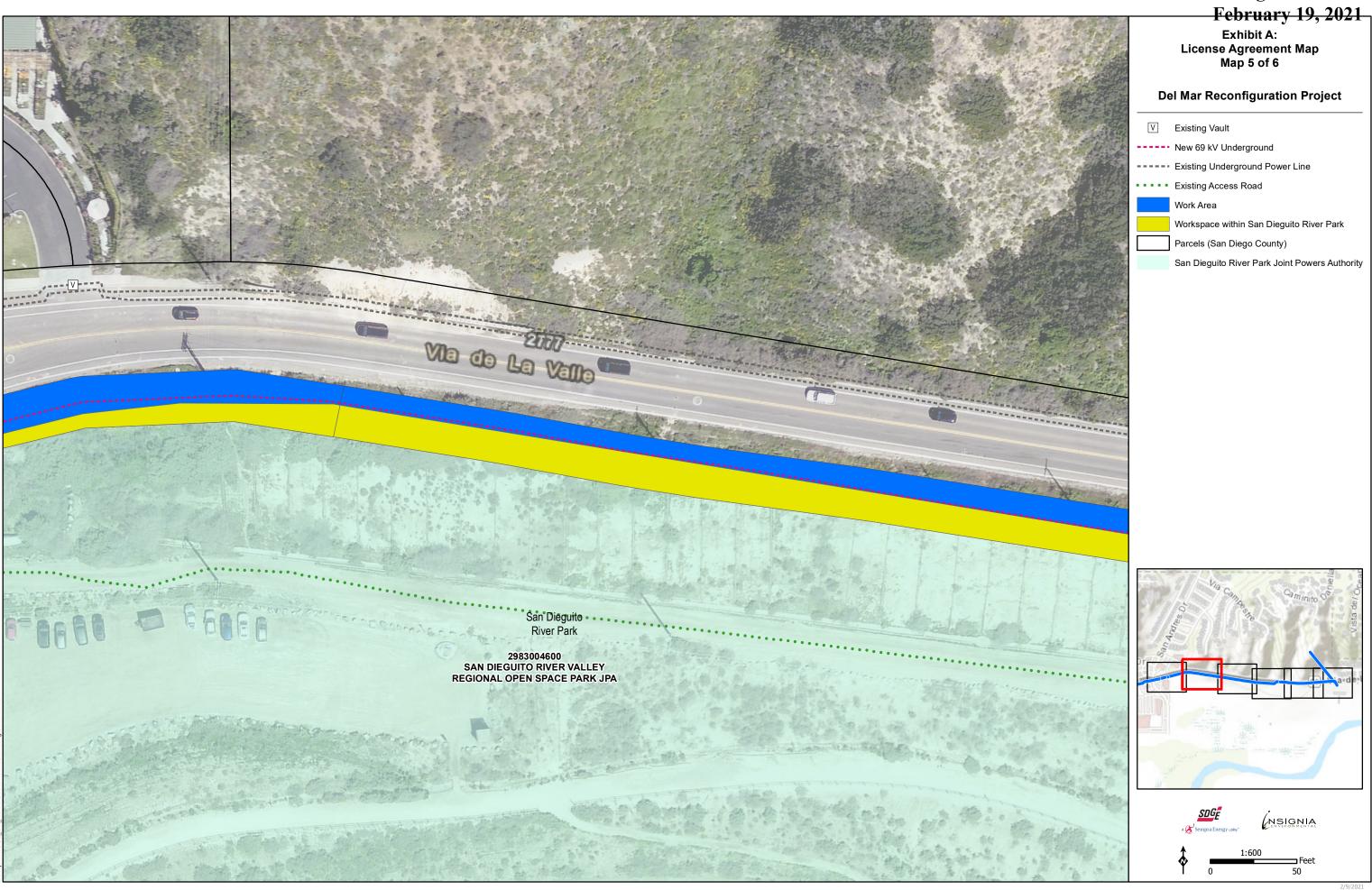


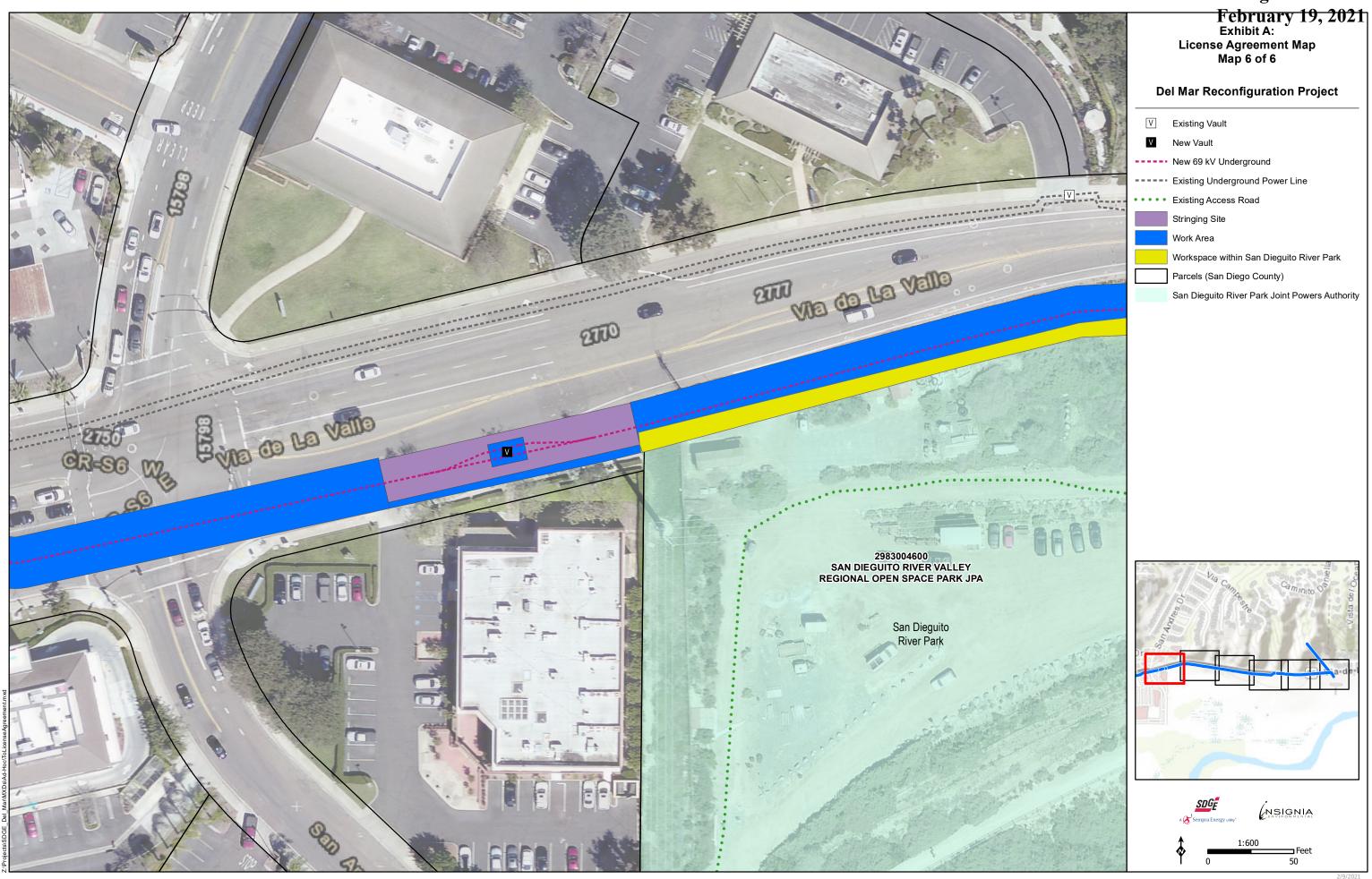


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ATTACHMENT 2

Agenda Item 4 February 19, 2021



Eric Craig Land Management Rep.

> 8609 Balboa Avenue CPA06

San Diego, CA 92123

Tel: 619 676-0119 ecraig@sdge.com

License Agreement For Temporary Use of Property for Construction Working Areas, and Construction Storage

The owner of record, San Dieguito River Valley Regional Open Space Park Joint Powers Authority ("Owner") of the property located on the south side of Via De La Valle, in the City of San Diego, California, Assessor's Parcel Nos. 298-300-46-00, and 298-300-51-00 (the "Owner's Property") hereby grants to San Diego Gas & Electric Company ("SDG&E") a license to temporarily and exclusively use an approximately 0.54 acre portion of the Owner's Property (the "Property"), as depicted in Exhibit "A", consisting of six (6) pages, and made a part of this License Agreement ("Agreement") by reference for the purposes listed below:

SDG&E and its employees, agents, contractors, subcontractors, and sublicensees ("Permitted Parties") shall have the right to enter and use the Property for temporary work areas to install new underground electrical facilities within the existing public right of way in Via De La Valle, and to store construction equipment, construction materials, and supplies, including but not limited to overnight parking of construction equipment, vehicle and trailer parking, light towers, and traffic control equipment (collectively, the "Permitted Purposes").

Owner grants to SDG&E and the Permitted Parties the right to enter the Property for the Permitted Purposes, subject to the following terms and conditions:

- 1. The requested term ("Term") of occupancy shall begin on the date SDG&E or Permitted Parties begins to use the Property for the Permitted Purposes, scheduled to be on approximately February 26, 2021 ("Commencement Date") and terminate on August 25, 2021 ("Expiration Date"); provided, however, this Agreement shall automatically renew on a month-to-month basis after the Expiration Date if not terminated in accordance with this Agreement, and SDG&E shall continue to pay the Monthly Rate, as described in Paragraph 2 below.
- 2. As valuable consideration for the use of the Property, SDG&E agrees to pay Owner a license fee in the amount of \$500.00 per month ("Monthly Rate") during the Term. The first payment

- shall be made within 30 days of the Commencement Date and paid to Owner at the address provided for in Paragraph 3 of this Agreement.
- 3. Either party may terminate this Agreement for any reason and at any time, without cause, by providing the other party with sixty (60) days prior written notice. Notice shall be provided to SDG&E at 8690 Balboa Avenue CPA06, San Diego, CA 92123, Attn: Land Services. Notice to Owner shall be provided to Shawna Anderson, Executive Director, San Dieguito River Park JPA, 18372 Sycamore Creek Rd, Escondido, CA, 92052. If the Agreement is terminated on any day other than the Expiration Date, then Owner shall refund to SDG&E the pro-rated portion of the Monthly Rate already paid to Owner by SDG&E for the period from the date of such termination through the end of the Term.
- 4. At the end of the Term, SDG&E shall cause the Property to be restored to a condition as close to the condition it was in at the beginning of the Term as is possible; provided, however, that the foregoing shall not be construed to require SDG&E to perform any repairs or restoration required as a result of ordinary wear and tear, damage due to casualty of any kind to the extent not caused by SDG&E or the Permitted Parties or damage arising due to the acts or omissions of persons or entities other than SDG&E and the Permitted Parties.
- 5. SDG&E shall cause the removal of all garbage and refuse deposited on the Property as a result of SDG&E's activities.
- 6. Except as is necessary to fuel and maintain construction equipment and vehicles, SDG&E shall not, without Owner's prior written consent, release, generate, store, or dispose of any fuel, explosive, or flammable materials or other Hazardous Materials on the Property in any amount that, individually or in the aggregate, gives rise to a reporting requirement under any local, state, or federal laws or regulations; provided, however, SDG&E and Permitted Parties shall have the right to use Hazardous Materials on the Property as are incidental to the Permitted Purposes. Notwithstanding anything to the contrary herein, SDG&E shall not be obligated to clean up or remove any materials, remediate any condition, or indemnify Owner for any condition arising from Hazardous Materials that existed on the Property prior to SDG&E's or Permitted Parties' use of the Property, even if such Hazardous Materials on the Property were discovered by SDG&E or Permitted Parties. For the purposes of this Agreement, the term "Hazardous Materials" shall mean all chemicals, materials, substances, and items in any form that because of their physical, chemical, or other characteristics may pose a risk of endangering human health or safety or of degrading the environment and are regulated under any law.
- 7. SDG&E hereby agrees to assume all risk incident to its use of the Property for the Permitted Purposes and to hold harmless, defend and indemnify Owner, its officers, officials, employees, agents and consultants from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees for litigation) of every nature arising out of or in connection with its use of the Property, except such loss or damage that was caused by the active negligence or willful misconduct of an indemnified party.

- 8. SDG&E, at no cost to Owner, shall have the right, during the Term, to install, maintain, use and remove fences, gates, security lighting, and/or security cameras within the Property and/or the access route to the Property.
- 9. SDG&E shall not acquire any rights beyond those expressed in this Agreement or any permanent rights by virtue of this Agreement or occupancy, nor does it bind SDG&E to enter into any subsequent agreements with Owner.
- 10. This Agreement cannot be assigned to a third party without the prior permission from Owner, provided, however, that this prohibition shall not be interpreted to prohibit the Permitted Parties from engaging in the Permitted Purposes.
- 11. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall remain in full force and effect.
- 12. This Agreement may be executed in counterparts, each of which shall be an original, and all of which, taken together, shall constitute one and the same instrument. Upon receiving a confirmation of receipt, either party hereto may rely on the facsimile or electronic signature of the other party hereto as if the party executing the document had hand delivered an ink-signed original of such document.

THE ABOVE AGREEMENT IS ACCEPTED UPON THE CONDITIONS STATED HEREIN THIS DAY OF, 20
SAN DIEGO GAS & ELECTRIC COMPANY, a California Corporation
Edd .
Colleen Fino Land Services Supervisor
OWNER
By: Name: Title:
Move-in Date:
Move-out Date:
Project Name:
Prepared by: Eric Craig Checked by: Sean Myott Date: February 10, 2021

Agenda Item 5 February 19, 2021

TO: JPA Board

FROM: Staff

SUBJECT: Future of Horse Park Property

RECOMMENDATION:

Discuss and approve draft JPA letter to 22nd District Agricultural Association regarding Horse Park.

Situation

Recently, the 22nd District Agricultural Association (DAA) announced they would be removing equestrian operations from their Horse Park property to "pause" equestrian use on the site while considering options to address regulatory stormwater compliance issues. According to the DAA equestrian operations will be removed from the site by the end of March 2021 and relocated to the main Fairgrounds. The DAA Board of Directors is now contemplating their options in terms of addressing Regional Water Quality Control Board water quality regulations for equestrian operations and the future of the property.

The Horse Park facility, located within the San Dieguito River Park focused planning area and adjacent to the San Dieguito River, has been operated by the DAA for equestrian boarding and horse shows for several decades (Attachment 1). However, the RWQCB has recently focused attention on enforcing stormwater runoff regulations for equestrian facilities, which can require onsite stormwater retention and filtration before it enters water bodies or stormwater systems. The existing facility is located directly adjacent to the San Dieguito River and much of the stormwater runoff from the site drains directly into the river. Located in the floodplain, the site also floods during large storm events. Handling onsite stormwater runoff with new treatment has been estimated by DAA staff to cost potentially in the range of \$3-6 million or more. They recently implemented a \$25M stormwater retention system on their main Fairgrounds facility.

Considerations

This new situation has prompted interest in Horse Park from community and regional equestrian groups who advocate for maintaining equine use and from parties whose interest is in other uses (soccer, development, etc.). It is unclear what process the DAA will use to determine the future of the property. Attendance at a recent DAA Horse Park Committee meeting and a Board meeting revealed that the DAA is contemplating a variety of possibilities including issuing an RFP for a new equestrian operator and exploring other potential uses/solutions.

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The Horse Park property is an important part of the San Dieguito River Park Focused Planning Area for many reasons:

- Its open space and equestrian use within the San Dieguito River valley are supported by the JPA and SDRP supporters/partners.
- The property is in the Coastal Zone with a coastal development permit that defines its present uses including the Coast to Crest Trail.
- The SDRP's Coast to Crest Trail extends along the entire length (half mile) of Horse Park to El Camino Real. Unfortunately, because the trail is located directly adjacent to the river channel (due to space limitations), it has experienced stability issues including trail tread sloughing into the river and undermining of one of the trail bridge crossings. It is anticipated that these problems will continue to worsen until the trail can be relocated further from the river edge with an adequate buffer.
- The JPA owns over 150 acres of open space property directly adjacent to Horse Park (south and west) and has an active presence and interest in its disposition.
- The JPA along with its partners has restored hundreds of acres of lagoon habitat adjacent to Horse Park including the future SANDAG/Caltrans wetland restoration project just south of Horse Park.

As a major stakeholder in the area, the San Dieguito River Park JPA has a vested interest in the future of this important 60-acre property within the FPA. It is JPA staff's opinion that rather than be a casual observer to discussions or decisions by the DAA and others, the JPA should be an active participant in this process if possible.

The proposed JPA letter for the Board's consideration expresses the JPA's interest in the future of Horse Park and requests that the JPA be included as an active participant in its future planning (Attachment 2).

Respectfully submitted,

Shawna Anderson Executive Director

Attachment 1: Map of Horse Park and surrounding area

Attachment 2: Draft JPA Letter to 22nd DAA

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ATTACHMENT 1

DRAFT

February 19, 2021

22nd District Agricultural Association Board of Directors 2260 Jimmy Durante Blvd. Del Mar, CA 92014

To Board President Richard Valdez and boardmembers:

The San Dieguito River Park (SDRP) Joint Powers Authority (JPA) appreciates its long working relationship with the 22nd DAA including their representation on the JPA Board and recognizes the DAA's contribution to the SDRP including its most recent efforts restoring lagoon habitat adjacent to the Fairgrounds.

As you may know, the Horse Park site is an important part of the San Dieguito River Park Focused Planning Area representing 60 acres of open space use adjacent to the San Dieguito River. Its equestrian use is supported by the San Dieguito River Park mission. The JPA has a vested interest in the future of Horse Park and in light of the current situation regarding the DAA's decision to "pause" equestrian uses there due to water quality regulatory challenges, proposes that we work together as you consider the site's future.

The JPA is a primary stakeholder in the San Dieguito Lagoon area and owns and manages over 150 acres of open space directly adjacent to the west and south of Horse Park making it one of the largest landholders in the area. The JPA and its partners including the DAA have worked together to restore hundreds of acres of wetlands in the lagoon and riverine system. This includes a new 60-acre restoration project expected to break ground this Fall directly south of Horse Park. The JPA appreciates the collaboration with DAA staff in planning that project. In addition, the SDRP's Coast to Crest Trail is located along Horse Park's southern edge, a vital regional trail link along the River corridor. For these reasons, the JPA has a vested interest in the future of Horse Park.

The JPA supports the continuation of open space use on Horse Park including equestrian and other compatible open space uses consistent with the SDRP Concept Plan goals. We recognize the importance of this site to the DAA and community and see an opportunity to work together on innovative solutions that maintain open space uses along with the needs of the community while improving water quality. Partnering with the JPA may increase the options for grant opportunities for example.

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Whatever process the DAA determines is best for exploring options for Horse Park we hope will include consideration of the Coast to Crest Trail, currently in an unstable condition due to its proximity to the river edge. A portion of the trail has collapsed along the riverbank and is vulnerable to storm water runoff that has most recently undermined the integrity of a trail bridge. Relocating part of the trail away from the river's edge with an appropriate buffer would prevent further sliding into the river. We hope to see a sustainable solution to this important regional asset incorporated into any future plans.

The JPA appreciates the DAA's consideration of the importance of Horse Park to this area and wishes to be involved in its future planning to ensure it remains a contributing part of the San Dieguito River Park.

Sincerely,

Dwight Worden
JPA Board Chair

Cc: